

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ACE AMERICAN FIRE & MARINE
INSURANCE COMPANY KOREA

Plaintiff,

v.

NEXEN CORPORATION AMERICA
INC., COREANA EXPRESS (SEATTLE)
INC., and AFAR LOGISTICS,

Defendant.

Case No.

COMPLAINT

Plaintiff ACE American Fire & Marine Insurance Company Korea (“Plaintiff”), by its undersigned attorneys, for its complaint against Defendants Nexen Corporation America, Inc. (“Nexen”), Coreana Express (Seattle) Inc. (“Coreana”), and Afar Logistics, LLC (“Afar”) (collectively, “Defendants”) hereby alleges:

INTRODUCTION

1. This is an action to recover losses arising from the damage to Steel Wind Tower Flanges (“Cargo”) that occurred during transportation from

1 the port of Tacoma, Washington to Belen, New Mexico (“Incident”) in or about
2 April 2024.

3 2. Defendants were transportation services providers of the Cargo at
4 the time of the Incident.

5 3. Plaintiff insured the Cargo and paid its insured, the Cargo owner
6 Taesang Co. Ltd. (“Taesang”), \$196,562.30 under the applicable insurance
7 policy, and Plaintiff thereby became subrogated to pursue this action to the
8 extent of that payment.

9 4. Plaintiff seeks to recover from Defendants for the losses Plaintiff
10 sustained as a result of the Incident.

11 **PARTIES**

12 5. Plaintiff ACE American Fire & Marine Insurance Company Korea
13 is a corporation and insurance provider with its principal address located in
14 Seoul, Korea. Plaintiff insured Taesang, the owner of the Cargo at the time of
15 the Incident. Plaintiff paid Taesang its losses in connection with the Cargo
16 damage and thereby became subrogated to pursue this action against
17 Defendants, the parties responsible for Incident.

18 6. Defendant Nexen Corporation America, Inc. is a logistics and
19 transportation services provider, and interstate motor carrier registered with the
20 U.S. Department of Transportation (MC-1687790) with its principal address
21 located in Buena Park, California.

22 7. Defendant Coreana Express (Seattle) Inc. is a logistics and
23 transportation services provider, freight forwarder, and non-vessel operating
24 common carrier (FMC #023990) with its principal address located in Kent,
25 Washington.

1 8. Afar Logistics, LLC is a logistics and transportation services
2 provider, container freight station operator, freight broker, and federal motor
3 carrier registered with the U.S. Department of Transportation (MC-633043)
4 with its principal address located in Tacoma, Washington.

5 **JURISDICTION AND VENUE**

6 9. This matter involves cargo damaged during the interstate motor
7 carrier transportation of goods and thereby arises under a statute of the United
8 States, namely, the Carmack Amendment, 49 U.S.C. § 14706 *et. seq.*

9 10. With respect to the state law claims, the Court should exercise
10 supplemental jurisdiction pursuant to 28 U.S.C. § 1367 as they arise from the
11 same case or controversy over which the Court has original jurisdiction.

12 11. This Court also has subject matter jurisdiction over this dispute
13 pursuant to 28 U.S.C. § 1332 because Plaintiff is citizen of a foreign state
14 (Korea), and Defendants are citizens of states in the United States (Washington
15 and California), and the amount in controversy exceeds \$75,000.

16 12. Venue is proper under 28 U.S.C. § 1391(b).

17 **FACTUAL ALLEGATIONS**

18 13. In or about March 2024, non-party Taesang engaged non-party
19 Inex Co. Ltd. Plaintiff to transport the Cargo from Busan, Korea to Belen, New
20 Mexico.

21 14. The Cargo arrived at the port of Tacoma, Washington in three (3)
22 shipments, on April 10, 2024, April 19, 2024, and April 24, 2024.

23 15. Inex Co. Ltd. engaged Defendant Nexen to transport the Cargo
24 from the port of Tacoma to its destination in Belen, New Mexico.

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1 16. Defendant Nexen subcontracted all or a portion of the
2 transportation from the port of Tacoma to Belen, New Mexico to Defendant
3 Coreana and Defendant Afar.

4 17. Coreana subcontracted all or a portion of the transportation from
5 the port of Tacoma to Belen, New Mexico to Defendant Afar.

6 18. Afar subcontracted all or a portion of the transportation from the
7 port of Tacoma to Belen, New Mexico to Defendant Afar.

8 19. Sometime after the Cargo was discharged at the port of Tacoma,
9 Washington, it was transported from the port of Washington to Afar's container
10 freight station in Tacoma, Washington, where it was devanned and loaded onto
11 trucks for inland transport.

12 20. Thereafter, the Cargo was carried via motor carriage to its
13 intended destination of Belen, New Mexico.

14 21. Upon arrival in Belen, New Mexico, it was discovered the Cargo
15 had suffered severe damages amounting to not less than \$196,562.30.

16 22. The Cargo owner, Taesang Co. Ltd. ("Taesang"), presented a
17 claim to its cargo insurer, Plaintiff, who paid Taesang \$196,562.30 to resolve
18 the claim.

19 23. Plaintiff thereby became subrogated to the loss to the extent of that
20 payment.

21 24. Plaintiff therefore has been damaged in the sum of not less than
22 \$196,562.30, to be proven as a sum certain at trial, no part of which has been
23 paid, despite due demands therefor.

24 25. Plaintiff seeks to recover the full extent of its damages from the
25 responsible parties, Defendants, plus interests and costs.

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FIRST CAUSE OF ACTION

Carmack 49 U.S.C. § 14706, *et seq.* Against All Defendants

26. Plaintiff realleges paragraphs 1-25 as if set forth at length herein.

27. The Carmack Amendment 49 U.S.C. § 14706 *et. seq.* (“Carmack”) applies to this dispute because it involves the interstate shipment of goods by motor carriers for hire.

28. Defendants are and were at all relevant times engaged in the interstate motor carrier transportation of the Cargo.

29. Defendants breached their respective obligations as motor carriers by failing to deliver the Cargo in the same good order and condition as when received by them.

30. Plaintiff sustained damages of not less than \$196,562.30 as a result of Defendants’ failures to discharge their obligations under Carmack.

SECOND CAUSE OF ACTION

Negligent Hiring Against All Defendants

31. Plaintiff realleges paragraphs 1-30 as if set forth at length herein.

32. Defendants were at all relevant times, and are, transportation services providers who hired and/or subcontracted all or a portion of the transportation of the Cargo to other transportation services providers.

33. As such, Defendants owed the duty to take reasonable precautions when selecting transportation services providers to transport, move, handle, transload, load, and/or unload the Cargo.

34. Defendants breached their respective duties to reasonably select qualified, prudent, safe and cautious transportation services providers to transport, move, handle, transload, load, and/or unload the Cargo.

35. Defendants’ negligence caused the Cargo to sustain damages.

1 36. As a result of Defendants' negligent hiring and/or subcontracting,
2 Plaintiff sustained damages of not less than \$196,562.30.

3 **THIRD CAUSE OF ACTION**

4 **Negligence of Motor Carrier Against All Defendants**

5 37. Plaintiff realleges paragraphs 1-36 as if set forth at length herein.

6 38. To the extent Carmack does not apply to any part of the
7 transportation and/or handling of the Cargo, or the involvement of any one or
8 more of the Defendants, Plaintiff pleads application of state law negligence.

9 39. Defendants, as motor carriers, owed the duty to take reasonable
10 precautions to transport and handle the Cargo.

11 40. Defendants breached their respective duties to take reasonable
12 precautions to transport and handle the Cargo.

13 41. Defendants' negligence resulted in damages to the Cargo.

14 42. Plaintiff sustained damages of not less than \$196,562.30 as a result
15 of Defendants' negligence.

16 **FOURTH CAUSE OF ACTION**

17 **Negligence Against Defendant Afar**

18 43. Plaintiff realleges paragraphs 1-42 as if set forth at length herein.

19 44. Defendant Afar, as container freight station operator, owed a duty
20 to take reasonable precautions in its moving, devanning, hauling, securing, and
21 loading the Cargo onto the motor vehicles that transported the Cargo to its
22 intended destination.

23 45. Defendant Afar breached its duty to take reasonable precautions
24 in its moving, devanning, hauling, securing, and loading the Cargo onto the
25 motor vehicles that transported the Cargo to its intended destination.

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1 46. Defendant Afar's negligence in moving, devanning, hauling,
2 securing, and loading the Cargo caused damage to the Cargo.

3 47. As direct and proximate result of Defendant Afar's negligence in
4 moving, devanning, hauling, securing, and loading the Cargo, Plaintiff
5 sustained damages of not less than \$196,562.30.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff respectfully prays for relief as follows:

- 8 1. Judgment in favor of Plaintiff and against Defendants, according to
9 proof at trial, not less than \$196,562.30;
10 2. An award of pre-judgment and post-judgment interest, in addition to
11 costs of suit; and
12 3. Such other and further relief as the Court deems just and proper.

13 Dated: April 9, 2025

14 /s/ Dallas Whiteley

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